

8.4 REDUCTION IN FORCE

SECTION ONE

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a ~~reduction in force~~ RIF, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards for Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A ~~reduction in force~~ RIF will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any ~~reduction in force~~ RIF will be conducted by evaluating the needs and long- and short-term goals of the school district in relation to the staffing of the district.

If a ~~reduction in force~~ RIF becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's ~~years of service~~ points as determined by the schedule contained in this policy. The employee within each occupational category with the ~~least years of experience~~ fewest number of points will not be recommended for renewal or will be terminated non-renewed first. The employee with the most years of employment in the district as compared to other employees in the same category shall be non-renewed last. ~~In the event that employees within a given occupational category have the same length of service to the district the one with the earlier hire date, based on date of board action, will prevail.~~

Points¹

- Employee evaluation scores²
 - 3 points - Received the highest evaluation score
 - 2 points - Received the second highest evaluation score
- Advanced degree in any area relevant to the employee's position (only the highest level of points apply)
 - 1 point - Master's degree
 - 2 points - Master's degree plus thirty additional hours
 - 3 points - Doctoral degree
- License or credential relevant to the position
 - 1 point - Basic license or certification
 - 2 points - Advanced license or certification

When the District is conducting a RIF, all potentially affected classified employees shall receive a listing of the personnel within their category with corresponding point totals ~~of years of service~~. Upon receipt of the list, each employee has ten (10) working days within which to appeal ~~his or her~~ their point total ~~years of service~~ to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect an employee's total after the list is released.

~~Total years of service to the district shall include non-continuous years of service; in other words, an employee who left the district and returned later will have the total years of service counted, from all periods of employment. Working fewer than one hundred sixty (160) days in a school year shall not constitute a year. Length of service in a licensed position shall not count for the purpose of length of service for a classified position.~~

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional; temporary; or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure.

The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:²

1. An employee with the highest evaluation rating shall be retained over an employee with the second highest evaluation rating.
2. If both employees have the same evaluation rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any ~~reduction in force~~ brought about by consolidation or annexation and as a part of it, the salaries of all employees will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.⁴³ A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall²⁴

Option 1

There shall be no right of recall for any classified employee.

Option 2

For a period of up to two (2) years from June 30 of the date of board action on the classified employee's non-renewal or termination recommendation year an employee was not renewed or was terminated under this policy, a classified employee shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was ~~non-renewed~~ not renewed or was terminated, and for which ~~he or she~~ the employee is qualified. No right of recall shall exist for the elimination or reduction of a stipend or a reduction in contract length. The non-renewed employee shall be eligible to be recalled for a period of two (2) years Recall of employees under this policy shall be in reverse order of that used to determine the employees that would be RIFed (i.e. the employee with the highest points will be recalled first and the employee with the lowest points will be recalled last) ~~the non-renewal to any position for which he or she is qualified. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length.~~

Notice of vacancies to non-renewed employees shall be by first class mail to all employees reasonably believed to be both qualified for and subject to rehire for a particular position and they shall have ten (10) working days from the date the notification is mailed in which to conditionally accept or reject the offer of a position with the actual offer going to the qualified employee with the most ~~years of service~~ points who responds within the ten (10) day time period. A lack of response, as evidenced by an employee's failure to respond within ten (10) working days, or ~~a non-renewed~~ an employee's express refusal of an offer of a position or an employee's acceptance of a position but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the ~~non-renewed~~ employee. No further rights to be rehired because of the ~~reduction in force~~ RIF shall exist.

SECTION TWO²⁴

Option A

In the event the district is involved in an annexation or consolidation, employees from all the districts involved will be ranked ~~according to years of service~~ in accordance with Section 1 of this policy. A year of employment at The date of hire by the board of an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment shall be used to settle a tie between employees.

Option B

The employees of any school district which annexes to, or consolidates with, the _____ District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the _____ District, if any, at the time of the

annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Deer/Mt. Judea District.

Such employees will not be considered as having any seniority within the Deer/Mt. Judea District and may not claim an entitlement under a ~~reduction in force~~ RIF to any position held by a Deer/Mt. Judea District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail, e-mail, or have hand-delivered the notification to such employee of the superintendent's intention to recommend ~~non-renewal or termination~~ the employee not be renewed or be terminated pursuant to a ~~reduction in force~~ RIF within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Deer/Mt. Judea District's ~~reduction in force~~ RIF policy. Any ~~such~~ employees who ~~are non-renewed~~ were not renewed or were terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the ~~reduction in force~~ RIF process.

This subsection of the ~~reduction in force~~ RIF policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue a notification of the superintendent's intention to recommend dismissal through ~~reduction in force~~ RIF, but merely that the superintendent has that period of time in which to issue a notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Deer/Mt. Judea District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the ~~reduction in force~~ RIF policy.

Notes: In addition to this policy, districts are required to adopt a written plan for conducting a RIF that includes Staff positions that are to be eliminated and the performance and effectiveness metrics that will be used to determine retention of each position. Districts are required to submit a copy of the reduction in force plan to the Division of Elementary and Secondary Education each time it is updated.

¹ The list may be changed to reflect the beliefs of your district regarding what criteria are the most beneficial to students and the district. You may choose to add or delete additional criteria and/or change the value of the points given to each criterion. For example, you could choose to lessen or increase any of the point values for a criterion, or you could add or delete point categories. A.C.A. § 6-13-636 requires that "effectiveness" be the primary determining factor for retention of an employee and prohibits using seniority as the primary factor. In addition, A.C.A. § 6-17-2407 prohibits an employee's seniority, an employee's length of service with the school district, an employee's total professional development hours, and the education level of an employee from factoring for more than fifty percent (50%) of the total criteria used by a district.

² Adjust the language an points provided to account for your district's classified evaluation process. An example would be that if your evaluation system resulted in an overall rating for an employee between one (1) and five (5), then you could provide that the employee would receive points equal to their evaluation score.

¹³ For example, if the district's salary schedule provided for a range of salaries for maintenance employees ranging from \$.11.50 an hour to \$126.50 an hour, and one maintenance employee is making \$1420.00 an hour, the superintendent, as part of the RIF, would send a letter of partial nonrenewal to the maintenance employee to bring the salary into compliance with the salary schedule.

²⁴ For either Options 1 and 2 or Options A and B, select the option that will work best for your district. If

you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal References: A.C.A. § 6-13-636
 A.C.A. § 6-17-2301
 A.C.A. § 6-17-2407

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